



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
INFORMATION TECHNOLOGY SERVICES DIVISION (ITSD)
INVITATION FOR BID (IFB)

IFB NO.: I5Z3183002

TITLE: Government Video Platform & Services

ISSUE DATE: 02/17/2015

REQ NO.: 30031835_____

BUYER: Russ Craighead

PHONE NO.: 573-522-1154

E-MAIL: Russ.Craighead@oa.mo.gov

RETURN BID NO LATER THAN: 02/27/2015 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in (DEPARTMENT ACRONYM) office (301 W High Street, Room 630) by the return date and time.

RETURN BID TO: OA/INFORMATION TECHNOLOGY DIVISION
301 WEST HIGH STREET ROOM 280
JEFFERSON CITY, MO 65201-0809

OR E-MAIL TO: Russ.Craighead@oa.mo.gov (**PREFERRED**)

OR FAX TO: (573)526-5006 (*either mail, E-mail or fax, not all*)

CONTRACT PERIOD: Date of award through 1 year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

OA/ITSD/DED
ATTN. Paul Moyer
301 West High Street, Room 270
Jefferson City, MO 65102

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 12/27/12). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Information Technology Services Division or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

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1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

- 1.1.1 The State of Missouri (State), Information Technology Services Division (ITSD) requests bids to establish a contract to acquire a community multimedia platform built on a secure content management system to exclusively host government approved video content for unrestricted public consumption for its Department of Economic Development (ITSD-DED).
- 1.1.2 This document constitutes a request for competitive, sealed bids for the provision of **IFB 15Z3183002 Government Video Platform & Services** as set forth herein.

1.2 Questions Regarding the IFB:

- 1.2.1 **IFB Questions** - It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Technology Services Division (ITSD) Technology Services Division (ITSD) if the bidder believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the bidder's ability to submit a bid.
 - a. Except as may be otherwise stated herein, the bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the buyer.
 - 1) The bidder may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Technology Services Division (ITSD) may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the buyer. It is preferred that questions be e-mailed to the buyer at Russ.Craighead@oa.mo.gov.
 - c. The ITSD will attempt to ensure that a bidder receives an adequate and prompt response to questions, if applicable. Upon ITSD's consideration of questions and issues, if ITSD determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB amendment as the questions and issues did not provide further clarity to the IFB. All bidders will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

NOTE: The only official position of the State of Missouri shall be that which is contained in the IFB and any amendments thereto.

1.3 Background and Historical Usage Information:

- 1.3.1 The Missouri Department of Economic Development is seeking a vendor to provide a community multimedia platform built on a secure content management system to exclusively host government approved video content for unrestricted public consumption as well as produce educational and or instructional videos. -
- 1.3.2 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Bid..

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

This section of the IFB includes requirements and provisions relating specifically to the functional/technical/performance requirements of the Department. The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. Response to this section by the bidder is requested in the Exhibit section of this IFB. The bidder's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the bidder in the event the bid is accepted by the State.

2.1 General Requirements:

- 2.1.1 The contractor shall provide the provision of Government Video Platform for the Department of Information Technology Services Division/Department of Economic Development (hereinafter referred to as the Department), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.1.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Performance Requirements:

- 2.2.1. An analysis of the department (can refer to the website: ded.mo.gov) from a public perspective identifying the top programs, services, and information sought after by the department's stakeholders and target audiences to develop a video production strategy.
- 2.2.2. Scriptwriting, voice over, editing (incorporating video footage, graphic illustrations and animation), and production of high-definition informational, instructional, and entertaining videos for the identified topics. Live-streaming capability for events and meetings, when desired. Videos shall adhere to ADA guidelines. Digital video copies shall be sent to Missouri's Secure FTP site for the Department's use.
- 2.2.3. Securely distribute and broadcast designated video content via news outlets, online video networks, and other approved third party entities as requested.
- 2.2.4. Provide a secure multimedia online platform to host Department-approved videos or videos approved by another government agency that allows unrestricted viewing access to the public. The platform must meet strict security criteria set by the State of Missouri's Information Technology Services Division and cannot utilize existing servers or systems that are blocked by the state network.
- 2.2.5. The platform must encompass:
 - a. **Embedded Player** – All videos must have the optional capability to be embedded and shared on other websites. The embedded player must work on all modern browsers and be mobile responsive to work to play on iOS, Andriod, and Windows mobile/tablet devices.
 - b. **Social Media Sharing** - Default video player and embedded video player must have support to share via designated social media networks and integrate with a URL shortner service/analytics service.

Playlists = create custom playlists or smart lists based on meta-tags for each video.
 - c. **Search** – The platform must contain an advanced search capable of querying video library in real-time with filters for designated taxonomy and categories.

- d. **Content management system-** The state must be able to control the videos featured on the page as well as its related content.

2.3 Preserving Rights to System Functionality:

- 2.3.1 In the event that the contractor deletes functions that were mandatory requirements of the IFB from the licensed system and offers those functions in other or new system products, the portion of those other or new products which contain the functions in question, or the entire product, if the functions cannot be separated out, shall be provided to the agency under the terms of their license along with any applicable modifications necessary to make the product operate with the licensed system, at no cost to the agency and shall be covered under the license/maintenance at no cost to the agency.

2.4 Intellectual Property Rights:

- 2.4.1 The contractor hereby warrants that it has and will continue to have free and clear title (including all proprietary rights) to any Products delivered to the State of Missouri or the right to license, transfer or assign any and all products that are licensed, transferred, or otherwise provided to the State by the contractor pursuant to this contract. Upon request of the State of Missouri, the contractor shall demonstrate that all aspects of the Licensed Software are its original work or that the contractor is authorized to sublicense on the terms stated herein. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the licensed software. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

2.5 Maintenance/Technical Support Requirements:

- 2.5.1 Technical Support: The contractor must provide to the agency a contact phone number which the agency can use to report technical system problems. This phone, if not a direct contact line to the contractor support structure, must provide a maximum of a 60-minute call back response by contractor personnel. It is highly desirable that the contractor provides a toll free telephone number for support.
- 2.5.2 System Maintenance Support Services: At the sole option of the state agency and upon the state agency's written request, the contractor must provide system maintenance (e.g. upgrades, enhancements, new releases, etc.) and technical support for all products/services provided, including ongoing unlimited telephone technical support problem determination and resolution. So long as the State of Missouri pays the maintenance fees as specified within Exhibit A, the contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the Licensed System and provide the maintenance services as specified herein.
 - a. The maintenance support price stated in Exhibit A shall be effective upon date of contract award until such time that the maintenance billing takes effect, all technical and maintenance support services described herein shall be provided to the agency at no cost.
 - b. The contractor shall maintain the Licensed System so that it operates in conformity with all descriptions and specifications herein and as provided by the contractor, including specifications for the performance of all improved or modified versions which the State of Missouri has been licensed to use.
 - c. Maintenance services shall include, at a minimum, the detection and correction of software errors according to the specifications described herein and in the contractor's documentation of the software. The contractor agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the solution as issues are encountered by system users.

- d. System Database maintenance shall include updating database(s), data cleansing, data integrity, data protection, and data import/export functionality.
- e. System Maintenance shall also include all services necessary to maintain the 98% system operational uptime, system backup procedures, and disaster recovery services described herein to include all system configurations, troubleshooting, resolution of system errors, malfunctions, and system restoration.
- f. For any customization of the system to meet mandatory requirements of the IFB and for any customization of the system as a result of a Project Assessment Quotation (PAQ), the contractor shall be required to provide system technical support of those customizations throughout the life of the contract. Any new versions or new releases of the system application acquired by or provided to the agency pursuant to the contract must include the customizations of the system required herein or through a PAQ.

2.5.3 The contractor shall be responsive and timely to maintenance/technical support calls/inquiries made by the agency.

2.5.4 The contractor must provide technical/help desk support Monday through Friday, at least eight hours per day, excluding state holidays. It is highly desirable that the technical support coverage be between the hours of 7:00 a.m. and 6:00 p.m. central time.

2.5.5 The help desk/technical support personnel should be knowledgeable and technically trained to answer/resolve system technical support problems. The help desk staff should be able to answer "how to" type questions about the system as well as questions about hardware and internet setting configurations.

- a. When the agency staff calls the help desk/technical support, the contractor's technical support staff should not place the agency caller on hold for more than five (5) minutes. If unable to connect the agency caller to talk to an actual help desk/technical support person that can assist them with their problem(s) within the aforementioned 5 minute period, the technical staff should inform the agency caller that they'll need to call them back. Call back response shall be pursuant to paragraph 5.6.1. The contractor's staff merely picking up the phone to indicate for the caller to continue holding or other similar type message shall not meet this requirement. Merely answering the phone and assigning a case number to a problem shall not meet the technical response time requirements of the IFB.
- b. When calling back to the agency to report progress or answer help desk questions and the help desk staff are unable to reach the agency staff by telephone, the help desk staff should make at least two additional attempts within the next business hour to respond to the help desk inquiry/issue. The help desk/technical staff may leave a voice message for the agency caller but such message must indicate the contractor's staff person's name, time called, and description of how to return the call to obtain further assistance.
- c. If investigation and research is required by technical staff and the problem cannot be resolved or question answered immediately, then the help desk/technical support staff should call back within two (2) hours to report progress on the problem's resolution. Help desk staff should continue, on a daily basis or other basis agreed upon between the agency and contractor, to keep the agency staff informed on progress of the problem's resolution.

2.5.6 The contractor should keep a log of all maintenance/technical support calls made to the help desk/technical support personnel and document the complaints and problems reported to the help desk system whether made by the agency or by the agency vendors utilizing the website. The log should be made available to the agency as part of monthly reporting as well as any other time upon request by the agency. This report(s) should be delivered to or made available to the agency no later than by the end of

business (5:00 p.m. Central Time) on the fifth calendar day of every month. The log should at a minimum contain the following information:

- a. Time of call;
- b. Name of Caller;
- c. Caller's Organization/Agency Name;
- d. Caller's telephone number and/or email address;
- e. Description of Reported Problem/Complaint;
- f. Indication of whether the problem/complaint was resolved at time of call;
- g. Description of any follow up investigation/resolution plans;
- h. Assigned Case number if resolution not provided during call; and
- i. Date of and Description of Final Resolution.

2.5.7 It is highly desirable that the contractor provide electronic support. Electronic support includes the ability to report problems to the contractor on-line, the ability to browse a database containing problems, technical questions, and the ability to fix problems electronically.

2.5.8 The agency reserves the right to determine and assign levels of severity for the issue/support problems. The severity of the issue/support problem shall determine the problem resolution response time in any thirty day period of the contract as follows:

- a. Severity Level 1 shall be defined as urgent situations, when the agency's system is down and the agency are unable to use the system, the contractor's technical support staff shall accept the call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the call within sixty (60) minutes. The contractor shall resolve Severity Level 1 problems as quickly as possible, which shall not exceed twelve (12) business hours, unless otherwise authorized in writing by the agency.
- b. Severity Level 2 shall be defined as critical system component(s) that has significant outages and/or failure precluding its successful operation, or possibly endangering the agency's environment. The system may operate but is severely restricted. The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within sixty (60) minutes. The contractor shall resolve Severity Level 2 problems as quickly as possible, which shall not exceed twenty (20) business hours, unless otherwise authorized in writing by the agency.
- c. Severity Level 3 shall be defined as a minor problem that exists with the system but the majority of the functions are still usable and some circumvention may be required to provide service. The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call on average within sixty (60). The contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed five (5) business days, unless otherwise authorized in writing by the agency.

2.5.9 Problem Resolution Response Time: The State of Missouri defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by the agency and the system error/nonconformity severity level has been determined until the time when the

issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the agency in accordance with the aforementioned severity level provisions.

- 2.5.10 During any contract period, the contractor's repeated failure to meet the above stated call back, on-site, and/or problem resolution response times may result in withholding of payments for invoices due to the contractor until resolution of issues/problems have been achieved or may result in the cancellation of the contract. The agency shall notify the contractor in writing of any intention to withhold payment of fees pursuant to this section for contractor's failure to perform in accordance with the terms and conditions of this contract agreement. Should the state fail to provide such written notification to the contractor prior to the expiration of the current contract period, it will void the state's ability to withhold payments for products/services invoiced for that particular period. However, this in no way affects the state's ability to seek such remedy in any subsequent renewal option years should such issues persist. The contractor acknowledges and agrees that such delayed payment of invoices shall in no event impair the obligation or liability of the contractor to perform according to the terms of the contract. Late payment fees shall not be assessed or payable for such delayed payment of invoices due to contractor's repeated failure to meet the response times. Should the contract be cancelled by the state, the contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.5.11 The contractor shall agree and understand that the State of Missouri reserves the right to cancel maintenance on any or all of the item(s) with 30 days prior written notice to the contractor.
- 2.5.12 At the request of the agency, the contractor should provide on-site support as needed, if needed.

2.6 Information Technology Accessibility Compliance:

- 2.6.1 Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template_vpat.php) or other comparable document (see Exhibit B).
- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.
 - b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>.

2.7 Project Assessment Quotation:

2.7.1 Project Assessment Quotations: On all projects, the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to establish the total firm, fixed price to be paid upon completion of the specified tasks. (3) hourly services rates listed in **Exhibit A, Pricing Page**, will be used by contractor to determine

service costs in the PAQ. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Manager as outlined below. **See Attachment 001 for sample PAQ Form.**

2.7.2 The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

STEP 1: PAQ REQUEST

The agency's designated Project Manager will present a written request for each PAQ to the contractors on the PAQ, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications. The agency's PAQ Request should include at a minimum the following information:

Introduction/Overview: Brief description of the project. Information provided to acquaint the reader with the planned acquisition. In addition, the following information shall be provided:

- state agency name/address
- state agency designated Project Manager name, email, and phone number
- brief title of specific PAQ project
- PAQ issue date
- PAQ Response Due Date

Background: a description of how the project came to be. A description of why the project is being pursued, and how it relates to other projects. Summarization of any statutory authority or regulations affecting the overall requirement; and identify any background materials attached to the PAQ. Also to be provided is any information pertaining to the agency's business environment such as identification of hours of operation, as well as, the agency's technical environment specific to the PAQ project which describes the technological infrastructure, systems, and programs operant within the organization.

Objectives: Specific objectives that the PAQ project will achieve. This section should provide a concise overview of the contract effort goals and objectives; and how the results or end products will be used.

Requirements/Tasks: listing of specifications/performance requirements, standards, locations, tasks, deliverables, schedule, and assumptions. This section defines the tasks that the contractor must complete for the PAQ project. This section should provide a detailed itemization and description of the entire project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks must be clearly stated and must be quantifiable.

Deliverables: This section should clearly state what the contractor must deliver. If different tasks have different delivery requirements, they must be clearly identified along with times within which the contractor must deliver. A description of the acceptance criteria as well as what documentation the contractor must obtain from the agency to verify the agency's receipt and approval of the deliverable work product.

Government Furnished Property: This section should identify any government-furnished property provided to the contractor such as equipment, on-site work space, software tools, remote access, or specific data/information.

Security Requirements: This section should identify any unique security requirements associated with PAQ performance (when applicable). These requirements may include, but are not limited

to, such items as: Special pass or identification requirements; Special security clearance requirements; or special escort requirements.

Place of Performance: This section should identify where the contractor's staff will be performing their work (on-site at the agency's facility(ies), off-site at the contractor's facility(ies), combination thereof, etc).

STEP 2: PAQ RESPONSE

The contractor must respond (within a prescribed number of days as stated within the PAQ Request by the state agency) to each such PAQ request from the agency's designated Project Manager with a PAQ Response which provides a statement of firm, fixed cost for the project, and technical/service solution to fulfill the PAQ Request. The contractor's PAQ Response should include at a minimum the following:

Project Overview: Statement of the contractor understands of the PAQ project and the business/technical needs of the project.

Resources: A description of the contractor's resources that shall be provided to fulfill the PAQ project to include but not limited to: human resources to be provided, facility/equipment/supply resources, etc. A description of the minimum qualifications for an individual with a human resource job classification category (i.e., database architect, programmer, etc) outlining the skills, experience and knowledge/education of the staff being offered for the PAQ project.

Approach/Methodology: A description of how the contractor will specifically go about completion of the work for the PAQ project. This description should include:

- Project Management Plan, project tracking and reporting the progress of the project, etc.
- A Work Breakdown Structure (WBS) to include a listing of the state agency's responsibilities,
- Functional definition of requirements that outlines how the services and/or features shall operate, look, and complete tasks for each PAQ requirement, specification, task. This description should describe how the requirements/specifications will be fulfilled by the proposed service offerings and to what degree the requirements are met and/or exceeded. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied by the contractor's proposed solution for the PAQ project.
- Change Control Plan,
- Issue Tracking Plan,
- Assumptions, and
- Quality Assurance (QA) Plan: A description should be included of the contractor's QA process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track and expectations are met or exceeded. The QA process is expected to be proactive to ensure not only that the schedule is met, but also that product and service quality is maintained.

NOTE: Deliverables should not be paid for until such items have been reviewed, tested, and approved by authorized state personnel. ITSD has a **Deliverable Acceptance Form (see attachment 002)** that requires signatures before an invoice can be paid for said deliverable item.

a.

Cost Response: Firm, fixed price(s) per deliverable to fulfill the PAQ Project All travel-related expenses must be included within the firm, fixed deliverable price. *No separate or additional reimbursement shall be made for travel related expenses.*

- i. The contractor shall agree and understand the firm, fixed price stated in the PAQ Response shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. In other words, if the contractor underestimates the level of effort in terms of personnel resources, the contractor shall not charge the state more than the total firm, fixed price for all deliverables unless the state later amends the PAQ to increase the scope of work. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed total price stated in the PAQ Response. The contractor shall understand and agree federally funded projects may require added levels of PAQ cost response detail such as delineation of hourly rates and the number of hours used to derive the firm, fixed PAQ project cost(s).
- b.
- ii. Unless stated in the PAQ Response, the state shall assume absolutely no other costs exist to satisfy the PAQ's requirements. Therefore, the PAQ contractor shall be responsible for any additional costs.
- iii. PAQ pricing shall be based on specific deliverable components of the project and shall not be based on monthly billing. If the contractor fails to deliver all the functionality/features specified in the PAQ for a given deliverable then payment for the deliverable shall be withheld until all functionality/features of that deliverable have indeed been provided to and accepted by the agency. Payment shall not be made in advance for any deliverable; all payments shall be made in arrears (i.e., upon delivery and acceptance of a deliverable).

STEP 3: APPROVAL AND AWARD OF PAQ

The contractor and the agency's designated Project Manager must indicate mutual acceptance of the PAQ project by signing and dating the PAQ Response document. *The agency's designated Project Manager (1) must retain one signed copy; (2) must forward a copy of PAQ – See Attachment 2) to the Division of Purchasing and Materials Management for inclusion in the contract file.*

STEP 4: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK

2.7.3 An approved PAQ alone does not constitute an authorization to proceed with project work. In accordance with paragraph 9 of the attached Terms and Conditions Request for Proposal, **before providing work on any project, the contractor must receive a properly authorized Purchase Order** except the state agency may authorize an obligation of less than \$3,000.00 pursuant to the terms of the contract without the official encumbrance of funds (i.e. without the issuance of a properly authorized Purchase Order). Project work shall include the contractor's completion of the tasks identified in the PAQ.

STEP 6: FORMAL ACCEPTANCE

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Manager in writing and shall submit an invoice in accordance with the PAQ deliverable compensation requirements as described in the PAQ document. The agency's designated Project Manager shall review, approve, and formally accept or reject the components of the PAQ project work in accordance with the turnaround time / WBS outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state. Once the PAQ project work has been formally accepted by the state agency, the contractor shall deliver the source code materials (if applicable) pertaining to the PAQ project work to the state agency within five (5) business days.

STEP 7: COST RECOVERY FOR CONTRACTOR

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Manager in accordance with the deliverables for compensation outlined in the PAQ.

GENERAL REQUIREMENTS

- a. The contractor shall submit PAQ Responses in a timely manner in accordance with the state agency's prescribed number of days for the contractor to submit the PAQ Response.
- b. Prior to the PAQ Response Due Date, it shall be the contractor's responsibility to ask questions, request changes or clarification, or otherwise advise the requesting state agency if any language, specifications or requirements of the PAQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the PAQ to a single source. Any and all communication from contractors regarding specifications, requirements, etc., must be directed to the state agency contact listed on the PAQ Request document.
- c. The requesting state agency reserves the right to officially amend or cancel a PAQ after issuance. The state agency shall notify all contractors of any amendment or cancellation.
- d. The agency's designated Project Manager reserves the right to reject any contractor-submitted PAQ that is non-compliant with the PAQ's mandatory requirements.
- e. The contractor shall not be paid for the preparation of the PAQ Response.
- f. A PAQ Request, PAQ Response, and the contractor's project work must be within the scope of the performance requirements identified in the contract, which the contractor must not change any provision of the contract.
- g. Any changes to the PAQ, after the state's acceptance of the PAQ, must be formalized in writing as an official revision to the PAQ. The format of PAQ revisions shall be consistent with the format of the PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Manager.
- h. The agency's designated Project Manager shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least **ten (10) business days** prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Manager become the property of the State of Missouri. The contractor shall be entitled to receive compensation for that work completed and accepted by the State pursuant to the PAQ prior to the effective date of termination.
- i. The duration of any PAQ must not exceed the effective contract period. However, if valid renewal options remain in the contract, the state agency may allow the PAQ to continue contingent upon the DPMM exercising the available renewal option.
- j. Project Assessment Quotation Invoicing: The contractor shall submit an invoice to the agency within thirty (30) calendar days after completion of and in accordance with the mutually agreed upon deliverables for compensation for the contractor's project work (as specified in applicable Project Assessment Quotation)

2.8 Invoicing and Payment Requirements:

- 2.8.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- c. Travel reimbursement - The contractor shall be reimbursed as specified below for travel expenses incurred **within the geographic boundaries of the State of Missouri** when required to travel away from the contractor's official domicile in order to fulfill the requirements of the contract. The contractor must obtain the written approval of the Department prior to incurring any travel expenses. The contractor must provide the Department with the amount of detail on the travel request as required by the Department in order for the Department to review the appropriateness of travel and estimated travel charges.
 - 1) Mileage – The contractor shall be reimbursed for travel mileage at the current per mile reimbursement rate ordered by the commissioner of administration pursuant to section 33.095, RSMo. The current per mile reimbursement rate can be found at the following website:
<http://content.oa.mo.gov/accounting/state-employees/travel-portal-information/mileage>.
 - 2) Lodging – If overnight lodging is approved by the Department, the contractor shall be reimbursed for actual lodging expenses incurred subject to the maximum amounts specified in the Contiguous US Per Diem Rates (CONUS) which can be accessed from <http://content.oa.mo.gov/travel-portal> by clicking on CONUS Rates (lodging only) on the left hand side of the page or by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>. If contractor's lodging costs will exceed the limits specified in CONUS, the contractor must obtain the prior written approval of the Department for an exception to CONUS. The decision to approve or deny the exception request shall rest solely with the Department and shall be based on the situation.
 - 3) Meals – The contractor shall be reimbursed for the actual cost of meals subject to the most current maximum meal per diem found under the Travel Resources tab at <http://content.oa.mo.gov/travel-portal> by clicking on the "State Meals Per Diem Rates and Information" link.
 - 4) Other Miscellaneous Travel Expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the Department approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.
 - 5) Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the Department for reimbursement and must attach original receipts for expenses.
 - The contractor shall be reimbursed for such expenses, after receipt of all required documentation and approval by the Department of the invoice and documentation.
 - In no event shall the contractor be reimbursed for any travel beyond those included within the guaranteed, not-to-exceed total stated on the Pricing Page.

- 2.8.2 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever. including, but not limited to taxes, **travel expenses**, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc

END OF PART TWO: SCOPE OF WORK

3. GENERAL CONTRACTUAL REQUIREMENTS:

This section of the IFB includes the general contractual requirements and provisions that shall govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the bidder is not necessary as all provisions are mandatory.

3.1 Other Contractual Requirements:

- 3.1.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.1.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.1.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 3.1.4 **Contract Price** - All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- a. Prices shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.
- 3.1.5 **Termination** - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 3.1.6 **Contractor Liability** - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data while in the possession of the contractor; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 3.1.7 **Insurance** - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- 3.1.8 **Subcontractors** - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.1.9 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop and Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's bid.

- a. The contractor shall prepare and submit to the ITSD a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the ITSD.
- b. The ITSD will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the ITSD determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's Bid.
 - 1) The contractor must obtain the written approval of the ITSD for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the ITSD detailing all efforts made to secure a replacement. The ITSD shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3.1.10 No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and

compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available as an attachment on the Department's annual request for renewal e-mail or the affidavit may be found by visiting the Division of Purchasing and Materials Management's website at <http://content.oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

- 3.1.11 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the bid must be with individual(s) of equal or better qualifications than originally proposed. The state reserves the right to reject the substitute if it determines the proper qualifications are not met, and may request the contractor to provide an alternate substitute.
- 3.1.12 Authorized Personnel: The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
 - b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - d. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 3.1.13 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of

Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3.1.14 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department throughout the effective period of the contract.

3.1.15 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

3.1.16 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.1.17 Contractor Equipment Use:

- a. Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

3.1.18 The contractor shall not perform any work under the contract that by Missouri law (section 290.250, RSMo) requires prevailing wage. The contractor must notify the Department if any requested work would involve prevailing wage; the Department shall then arrange for said work outside the subject contract in accordance with Missouri law.

3.1.19 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

- a. Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the Department is obtained and unless they clearly state the following as provided by the Department:
 - 1) The percentage of the total costs of the program or project which will be financed with Federal funds;
 - 2) The dollar amount of Federal funds for the project or program; and

- 3) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

4.1 Submission of Bids:

- 4.1.1 The bidder should PDF copy of the original bid to the e-mail address on the cover page of this solicitation. The bidder should include completed exhibits, forms, and other information concerning the bid, including completed Pricing Page(s), with the bid.
- a. The bid should be page numbered.
 - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
 - c. The front cover of the original bid should be labeled “original” and the front cover of all copies should be labeled “copy”.
- 4.1.2 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 4.1.3 Submission of Information – To facilitate the evaluation process, the bidder is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The bidder is cautioned that it is the bidder’s sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit any information if it is not included with the bid. The bidder’s failure to submit information with the bid, including pricing and renewal information, may cause an adverse impact on the evaluation of the bid.
- 4.1.4 Contact – Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.
- 4.1.5 Compliance with Terms and Conditions – The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

4.2 Evaluation and Award Process:

- 4.2.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below. The contract/contracts shall be awarded to the lowest and best bid.

Evaluation Criteria Scoring Category	Maximum Points
Cost	100
Bidder’s Experience, Reliability, and Expertise of Personnel	60
Method of Performance	40

TOTAL	200
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4.2.2 After an initial screening process, a question and answer conference or interview may be conducted with the bidder, if deemed necessary by the Department. In addition, the bidder may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the bidder's expense. All arrangements and scheduling shall be coordinated by the Department.

4.2.3 Open Competition – Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

- a. The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

4.3 Evaluation of Cost:

4.3.1 Pricing – The bidder shall submit firm, fixed pricing for each line item OR for all line items on the Pricing Page, Exhibit A, including pricing for all renewal periods. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed.

4.3.2 Cost Evaluation – The cost evaluation shall be based on a total cost determined by adding all prices on the Pricing Page. (Exhibit A)

a. The evaluation of cost will include the original and any potential renewal periods. (Exhibit A)

- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \frac{\text{Maximum Cost Evaluation points (100)}}{100} = \text{Assigned Cost Points}$$

- c. If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the buyer.

- 1) In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.4 Evaluation of Bidder's Experience, Reliability, and Expertise of Personnel:

4.4.1 Experience and reliability of the bidder's organization will be considered subjectively in the evaluation process. Therefore, the bidder is advised to submit information concerning the bidder's organization and information documenting the bidder's experience in past performances, especially those performances related to the requirements of this IFB. If the bidder is proposing an entity other than the bidder to perform the required services, the bidder should also submit the information requested for such proposed subcontractor.

- a. Bidder Information - The bidder should provide information about the bidder's organization on Exhibit B.
- b. Experience - The bidder should provide information related to previous and current services/contracts of the bidder or bidder's proposed subcontractor where performance was similar to the required services of this IFB. The information may be shown on Exhibit C or in a similar manner.
 - 1) As part of the evaluation process, the State of Missouri may contact the bidder's references, including references not listed or identified within the bidder's bid but who have current or previous experiences with the bidder.
 - 2) The bidder shall agree and understand that the State of Missouri is not obligated to contact the bidder's references.

4.4.2 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB, whether from the bidder's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. Personnel Expertise - The bidder should provide the information requested on Exhibit D for each key person proposed to provide the services required herein. If additional personnel resources are available, the bidder may provide information for such personnel by completing Exhibit D.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this IFB.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- b. Personnel Qualifications - If personnel are not yet hired, the bidder should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

4.5 Evaluation of Method of Performance:

- 4.5.1 Bids will be subjectively evaluated based on the bidder's plan for performing the requirements of the IFB. Therefore, the bidder should present information which demonstrates the method or manner in which the bidder proposes to satisfy these requirements and which confirms the bidder's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.5.2 Description of Proposed Method of Performance - Exhibit E is provided for the bidder's use in providing information about the proposed method of performance. The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

- 4.5.3 Preprinted Marketing Materials – The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- a. It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.
- 4.5.4 Bid Detail Requirements and Deviations – It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- a. Bidders should note: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

4.6 Organizations for the Blind and Sheltered Workshop Preferences:

- 4.6.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- 4.6.2 In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
- a. The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- b. The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
- 1) Participation Commitment - The bidder must complete Exhibit E, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an

organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.

- 2) Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop). If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- d. A list of Missouri sheltered workshops can be found at the following internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- e. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <http://www.alphapointe.org>
- f. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

4.7 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference:

- 4.7.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit H, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed Exhibit H and the documentation specified on Exhibit H in accordance with the instructions provided therein, no preference points will be applied. A three (3) point bonus preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified SDVE.
 - a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The bidder must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) In order to receive evaluation consideration for participation by the SDVE, the bidder must provide the following information with the bid:
 - ✓ Participation Commitment - The bidder must complete Exhibit F, Participation Commitment, by identifying each proposed SDVE, the committed percentage of

participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the bid is a qualified SDVE, the bidder must be listed in the appropriate table on the Participation Commitment Form.

- ✓ Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by each SDVE or must provide a letter of intent signed and dated no earlier than the IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
- ✓ Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DPMM, the bidder **must** provide the following Service-Disabled Veteran (SDV) documents:
 - a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
 - a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE: If the bidder submitting the bid is a qualified SDVE, the bidder must include the SDV Documents as evidence that the bidder qualifies as an SDVE. However, the bidder is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. Commitment – If awarded a contract, the SDVE participation committed to by the bidder on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
 - 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
 - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.8 Other Bid Submission Requirements:

- 4.8.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the

services requested herein. The bidder should complete applicable portions of Exhibit I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit I must be submitted prior to an award of a contract.

- 4.8.2 Debarment Certification – The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., Exhibit J with the bid. This document must be satisfactorily completed prior to award of the contract.
- 4.8.3 Miscellaneous Information – The bidder should complete and submit Exhibit K, Miscellaneous Information.
- 4.8.4 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

4.9 American Made:

- 4.9.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.9.2 Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.
- 4.9.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 4.9.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.9.5 In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return Exhibit L, certification regarding proof

of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

4.9.6

EXHIBIT A**PRICING PAGE**

The bidder shall provide firm, fixed pricing for Government Video Platform pursuant to all mandatory requirements herein. The bidder must clearly describe any one-time required firm, fixed costs and all annual costs necessary to meet the IFB requirements herein. The bidder must indicate any other relevant information related to the pricing of their proposed products/services. Pricing must include all start-up costs, technical support, and training.

A.1 REQUIRED COSTS:

The bidder shall provide firm, fixed pricing for the specified items listed in the table below. Pricing shall include all applicable costs necessary for the planning, delivery and installation of the systems.

	DESCRIPTION of SERVICE	UNIT OF MEASURE	FIRM, FIXED UNIT PRICE
001	Analysis of Department (As outlined in Performance Requirements 2.2.1.)	One-Time	
002	Provide secure multimedia online platform to host videos and one year maintenance (As outlined in Performance Requirements 2.2.4 – 2.2.5.)	One-Time	
003	Video Production Minutes	Production Minute	
004	Scriptwriting Services	Production Minute	
005	Live-Streaming Services	Hourly	
006	Distribution/Broadcast of videos to news agencies, online video networks and other third party entities	Hourly	

A.2 OTHER REQUIRED COSTS:

The bidder must state any other required one-time firm, fixed costs (start-up costs) and all annual costs (maintenance/support, licensing, etc.) necessary to meet the IFB requirements herein. The bidder must indicate any other relevant information related to the pricing of their proposed products/services necessary to meet the mandatory requirements of the IFB.

DESCRIPTION	UNIT OF MEAS.	FIRM, FIXED UNIT PRICE	EXPLANATION/ COMMENTS

Renewal Option Pricing - The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not stated (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) stated for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **original** contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + _____%	or	Original Price - _____%
Second Renewal Period	Original Price + _____%	or	Original Price - _____%
Third Renewal Period	Original Price + _____%	or	Original Price - _____%
Fourth Renewal Period	Original Price + _____%	or	Original Price - _____%

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

Delivery: The desired delivery is 90 calendar days after receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: _____ calendar days ARO.

EXHIBIT B
BIDDER INFORMATION

The bidder should provide the following information about the bidder's organization:
--

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the bidder's business, type of services performed, etc. Identify the bidder's website address, if any.
- c. Provide a list of and a short summary of information regarding the bidder's current contracts/clients. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.
- d. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

EXHIBIT C**CURRENT/PRIOR EXPERIENCE**

The bidder should copy and complete this form documenting the bidder and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the bidder is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

EXHIBIT D**EXPERTISE OF KEY PERSONNEL**

(Producer/s, Project Manager/s, etc.)

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to bidder. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓	
✓	
✓	
✓	

EXHIBIT D (continued)
EXPERTISE OF PERSONNEL

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT E**METHOD OF PERFORMANCE**

The bidder should present a written plan for performing the requirements specified in this Invitation for Bid. In presenting such information, the bidder should specifically address each of the following issues:

1. The bidder shall provide a written proposal explaining how they will conduct the Analysis of Department (As outlined in Performance Requirements 2.2.1.) The shall outline how they would identify the top programs, services and information sought after by the department's stakeholders and target audiences to develop a video production strategy.
3. Along with a detailed organizational chart, the bidder should describe the following:
 - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - Total Personnel Resources - The bidder should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the bidder has other ongoing contracts that also require personnel resources, the bidder should document how sufficient resources will be provided to the State of Missouri.
4. Economic Impact to Missouri - the bidder should describe the economic advantages that will be realized as a result of the bidder performing the required services. The bidder should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT F
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the bid.

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- IFB Paragraph References:
2.	Product/Service(s) proposed: ----- IFB Paragraph References:

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The bidder should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- IFB Paragraph References:
2.	%	Product/Service(s) proposed: ----- IFB Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT G**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____

(Name of Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification (or attach copy of certification)

Expiration Date: _____

Service-Disabled Veteran's (SDV) Name: _____ SDV's

(Please Print) Signature: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (*as the participating organization*) have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
 (Organization for the Blind, Sheltered Workshop, or SDVE)*

*Date
 (Dated no earlier than
 the IFB issuance date)*

EXHIBIT H
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Information Technology Services Division has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the Information Technology Services Division in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past five (5) years to the Information Technology Services Division, the bidder **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference.

- A copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- A completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT H (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

 Service-Disabled Veteran's Name
 (Please Print)

 Service-Disabled Veteran Business Enterprise Name

 Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran
 Business Enterprise

 Phone Number

 Website Address

 Date

 E-Mail Address

The SDVE bidder should check the appropriate statement below and, if applicable, provide the requested information.

- ☐ No, I have not previously submitted the SDV documents specified herein to the state agency and therefore have enclosed the SDV documents.
- ☐ Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the state agency.

Date SDV Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: _____
 (if known)

FOR STATE USE ONLY

SDV's Documents - Verification Completed By:

 Procurement Officer

 Date

EXHIBIT I
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<u>BOX A:</u>	To be completed by a non-business entity as defined below.
<u>BOX B:</u>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm .
<u>BOX C:</u>	To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Department.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ - I am a self-employed individual with no employees; **OR**
- ☐ - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.

 Authorized Representative's Name (Please Print)

Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT I, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder must perform/provide each of the following. The bidder should check each to verify completion/submission of all of the following:

- ☐ - Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND
- ☐ - Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted;
- AND
- ☐ - Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT I, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT I, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri Department or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri Department** or **Public University*** to Which Previous E-Verify Documentation Submitted:

 (*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

 Authorized Business Entity Representative's
 Name (Please Print)

*Authorized Business Entity
 Representative's Signature*

 Business Entity Name

 Date

 E-Mail Address

 E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

 Buyer

 Date

EXHIBIT J**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Department.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name

DUNS # (if known)

Authorized Representative's Printed Name

Authorized Representative's Title

Authorized Representative's Signature

Date

Instructions for Certification

1. By signing and submitting this bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT K**MISCELLANEOUS INFORMATION**

If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder **MUST** disclose such fact and provide details in the space below or on an attached page.

Are any of the bidder's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4 1., 2., 3., or 4. of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes _____	No _____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>____ 1. Unique good or service.</p> <ul style="list-style-type: none"> EXPLAIN: _____ <p>____ 2. Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> Identify foreign country: _____ <p>____ 3. Economic cost factor exists</p> <ul style="list-style-type: none"> EXPLAIN: _____ <p>____ 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ____% Specify what contract work would be performed outside the United States: _____ 		

Employee Bidding/Conflict of Interest:

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:	
Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

EXHIBIT L**DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359, RSMo, the bidder is instructed to provide information regarding the point of manufacture for each of the products being bid so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The bidder may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

- (Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR
- (Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR
- (Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

The bidder is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.:

☐
TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

☐
TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS BID FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is bid, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5**.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products bid are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

(Exhibit continues on next page)

EXHIBIT L, continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)**

- List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product bid is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The bidder is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, scanned or typed signature is acceptable)

COMPANY NAME

ATTACHMENT 001



Project Assessment Quotation



PAQ INFORMATION

Contract No.:		PAQ No:	
PAQ Title:		Total PAQ Amount:	
State Agency:		State Agency Address:	
ITSD Project Manager:	Phone:	Email:	
State Agency Project Manager:	Phone:	Email:	
Contractor Point of Contact:	Phone:	Email:	
Contractor Company Name:	Phone:	FAX:	
Contractor Address:	List / Description of Attachments:		

This Project Assessment Quotation (PAQ) is pursuant to **[name of the contract, such as the IT Consulting Services – Qualified Provider List statewide contract]**. The contractor agrees and understands that the terms and conditions specified in the **[contract]** apply to this PAQ, except where a term or condition in this PAQ is more restrictive than that in the **[contract]**, in which case the PAQ term will govern.

If under this contract you committed to use a MBE and/or WBE, please state if you intend to use a MBE and/or WBE for this PAQ. **[Yes, No or N/A]** If your response was “Yes,” please complete the information below for each MBE and/or WBE you propose for this PAQ *(add lines as necessary)*:

MBE/WBE Name:	Type: [MBE, WBE or Both]	Percentage or Dollar Amount of work that MBE/WBE will perform for this PAQ:
MBE/WBE Address:	Specific work that MBE/WBE will perform, noting the PAQ provisions related to such work:	

APPROVALS REQUIRED TO PROCEED

DATE

Contractor:		
CIO Office:		
Other (If Needed):		

PROJECT REQUIREMENTS

PROJECT GOALS AND OBJECTIVES:

(Section should include an Introduction/Overview, Background, Objectives, Requirements/Tasks, and Security Requirements)

PROJECT APPROACH AND SCOPE OF WORK:

The Contractor's PAQ Response should include a Project Overview, Resources, Approach/Methodology, Change Control Plan, Issue Tracking Plan, Assumptions and Quality Assurance Plan. The Contractor must provide a detailed description

******* FOR STATE ITSD USE ONLY*******

This portion of the document forward sets out the funding formation for this project and is internally used. This portion forward may change as time goes on, but sets no terms and conditions or requirements for the vendor.

FUNDING INFORMATION

Funding Codes to be used with PAQ:

Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj./Sub	Project #	Rept. Cat	Amount/%
Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj./Sub	Project #	Rept. Cat	Amount/%
Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj./Sub	Project #	Rept. Cat	Amount/%
Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj./Sub	Project #	Rept. Cat	Amount/%
Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj./Sub	Project #	Rept. Cat	Amount/%
Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj./Sub	Project #	Rept. Cat	Amount/%

Total Amount

PO # Assigned to PAQ (Provided by BU at PO entry):

GASB CODING INFORMATION

Milestone(s) #

Phase

Project Code

Q-Preliminary work

X-Development work

Y-Post Implementation/Maintenance work

9-Projects not related to an IT application

ATTACHMENT 002



PROJECT DELIVERABLE ACCEPTANCE FORM



4.9.7

PROJECT INFORMATION

PROJECT NAME	CONTRACTOR NAME
PROJECT/PAQ NUMBER	CONTRACT PROJECT MANAGER
ITSD PROJECT MANAGER NAME	DATE SUBMITTED

4.10 DELIVERABLE INFORMATION

4.11 Deliverable Name	4.12 Deliverable Amount
4.13 Deliverable Description	4.14 Deliverable Acceptance Criteria

4.15 Deliverable Notes:**6 DELIVERABLE ACCEPTANCE****ACCEPTANCE NOTES:****ATTACHMENTS:****7 DELIVERABLE APPROVALS**

PROJECT SPONSOR APPROVAL:	Signature:	Date:
ITSD PROJECT MANAGER APPROVAL:	Signature:	Date:
OTHER APPROVAL:	Signature:	Date:
OTHER APPROVAL:	Signature:	Date:

**STATE OF MISSOURI
INFORMATION TECHNOLOGY SERVICES DIVISION
TERMS AND CONDITIONS -- INVITATION FOR BID**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

- e. The IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the bid on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the IFB.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Registered bidders may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DPMM office. Bidders that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered bidder may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered bidder may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All vendors may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or on an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after bid award. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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